

Exhibit C

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF MADISON

REBECCA J. WALKER

Plaintiff,

vs.

ADAM J. CANTER, CHERYL S. WICHINSKY,  
NISSAN NORTH AMERICA, INC., NISSAN MOTORS  
ACCEPTANCE CORP., NISSAN INFINITI LEASE  
TRUST and XYZ CORPORATION

Defendants.

SUMMONS

Index No.  
Date Purchased:

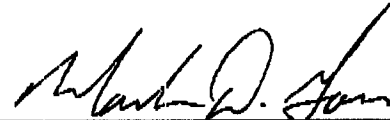
05-1073  
JAN 27 3 24 PM '05  
FILED  
CLERK OF COURT  
CLERK OF COURT

**TO THE ABOVE-NAMED DEFENDANT:**

You are hereby summoned to answer the Complaint of the above-entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after the completion of service where service is made in any other manner than by personal delivery within the state. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Madison County is designated as the place of trial. The basis of venue is plaintiff's place of residence and situs of the underlying occurrence.

Dated: January 26, 2005.



**MITCHELL GORIS STOKES & KNYCH, LLC**

Mark D. Goris, Esq.

Attorneys for Plaintiff

Office and Post Office Address

5 Mill Street

Post Office Box 312

Cazenovia, New York 13035

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**TO: ADAM J. CANTER**  
20 COLUMBIA DRIVE  
HURLEYVILLE, NEW YORK 12747

**CHERYL S. WICHINSKY**  
20 COLUMBIA DRIVE  
HURLEYVILLE, NEW YORK 12747

**NISSAN NORTH AMERICA, INC.**  
990 W 190TH STREET  
TORRANCE, CALIFORNIA 90502

**NISSAN MOTOR ACCEPTANCE CORP.**  
990 W 190TH STREET  
TORRANCE, CALIFORNIA 90502

**NISSAN INFINITI LEASE TRUST**  
990 W 190TH STREET  
TORRANCE, CALIFORNIA 90502

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF MADISON

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REBECCA J. WALKER

Plaintiff,

COMPLAINT

vs.

Index No.  
Date Purchased:

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NISSAN NORTH AMERICA, INC., NISSAN MOTORS  
ACCEPTANCE CORP., NISSAN INFINITI LEASE  
TRUST and XYZ CORPORATION

Defendants.

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Plaintiff, Rebecca J. Walker, by her attorney, Mitchell Goris Stokes & Knych, LLC, for her  
Complaint against the defendants herein, alleges as follows:

1. Plaintiff, Rebecca J. Walker is a resident of the State of New York, County of Madison, residing at RD1, Box 6B, Morrisville, New York.
2. Upon information and belief, at all times relevant, defendant, Adam J. Canter was and remains a resident of the State of New York, residing at 20 Columbia Drive, Hurleyville, New York.
3. Upon information and belief, at all times relevant, defendant, Cheryl S. Wichinsky was and remains a resident of the State of New York, residing at 20 Columbia Drive, Hurleyville, New York.
4. Upon information and belief, at all times relevant, defendant, Nissan North America, Inc. ("Nissan") is a foreign corporation, duly organized and existing under the laws of sister states unknown to plaintiff.
5. Upon information and belief, at all times relevant, defendant, Nissan Motors Acceptance Corp. ("NMAC") is a foreign corporation, duly organized and existing under the laws of sister states unknown to plaintiff.

6. Upon information and belief, at all times relevant, defendant, NMAC is a wholly owned subsidiary of defendant, Nissan.

7. Upon information and belief, at all times relevant, defendant, Nissan, has a principle place of business at 990 W 190th Street, Torrance, California and, upon information and belief, is authorized to do business in the State of New York.

8. Upon information and belief, at all times relevant, defendant, NMAC has a principle place of business at 990 W 190th Street, Torrance, California and, upon information and belief, is authorized to do business in the State of New York.

9. Upon information and belief, at all times relevant, defendant, Nissan Infiniti Lease Trust ("NILT"), is a Delaware statutory trust, formed and existing under the laws of the State of Delaware with, upon information and belief, offices and principle place of business at 990 W 190th Street, Torrance, California.

10. Defendant XYZ Corporation ("XYZ") is designated to identify any other owners of the automobile involved in the subject accident underlying this action, corporate or other legal entity, whose name(s) are unknown to plaintiff herein and who would be liable under the laws of the State of New York in such cases made and provided and in particular under Section 388 of the Vehicle & Traffic Law of the State of New York, as owner of the automobile involved in the accident underlying this action.

11. Upon information and belief, at all times relevant, State Route 12B and State Route 46, Eaton, New York, were and remain highways in common use by residents thereof and others lawfully thereon.

12. At or about 5:50 p.m. on April 10, 2003, Rebecca J. Walker was lawfully operating a certain 1993 Dodge, in a generally northbound direction on State Route 12B, Eaton, New York, at its intersection with State Route 46.

13. Upon information and belief, at or about 5:50 p.m. on April 10, 2003 defendant, Adam J. Canter, with the the knowledge, permission and consent of defendant, Cheryl S. Wichinsky and implied consent and permission of defendant, Nissan, NMAC, NILT and/or XYZ,

was the operator of a certain 2002 Nissan, bearing New York State license plate number CCP2174.

14. Upon information and belief, the titleholder(s) and/or owner(s) of the aforementioned 2002 Nissan was defendant Cheryl S. Wichinsky, Nissan, NMAC, NILT and/or XYZ.

15. At or about 5:50 p.m. on April 10, 2003, defendant, Adam J. Canter, negligently, carelessly and recklessly operated the 2002 Nissan, causing same to collide with plaintiff's vehicle.

16. As a direct result of the negligence, carelessness and recklessness of defendant, Adam J. Canter, as aforestated, Rebecca J. Walker was caused to suffer serious and permanent bodily injuries, resulting in great pain and suffering, lost wages and other pecuniary loss.

17. As a direct result of defendant Adam J. Canter's negligence, carelessness and recklessness, plaintiff, Rebecca J. Walker, suffered a serious injury, as defined by Section 5102(d) of the New York State Insurance Law.

18. The foregoing injuries and damages, were occasioned without any fault, negligence or culpable conduct on the part of the plaintiff, contributing thereto.

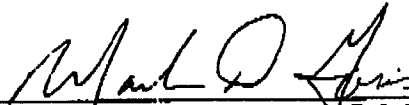
19. As titleholder(s) and/or owner(s) of the 2002 Nissan, defendant Cheryl S. Wichinsky, Nissan, NMAC, NILT and/or XYZ, is/are vicariously liable for the negligence, carelessness and recklessness of defendant, Adam J. Canter.

20. This cause of action falls within one or more exceptions set forth in Article 16 of the C.P.L.R.

21. As a result of the foregoing, plaintiff, Rebecca J. Walker has been damaged in an amount in excess of the jurisdictional limits of all lower Courts and in an amount to be determined by the jury.

WHEREFORE, plaintiff, Rebecca J. Walker, demands judgment against the defendants for damages in an amount to be determined by jury, together with the costs and disbursements of this action and such other and further relief as the Court deems just and proper.

Dated: January 26, 2005.

**MITCHELL GORIS STOKES & KNYCH, LLC**

Mark D. Goris, Esq.

*Attorneys for Plaintiffs*

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